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16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **HANNA FAYAD,**
19 Plaintiff,
20 v.

21 **PARADIGM ASSETS LLC;**
22 **CAWLEY & BERGMANN,**
23 **LLC; EXPERIAN**
24 **INFORMATION SOLUTIONS,**
25 **INC.; EQUIFAX**
26 **INFORMATION SERVICES,**
27 **LLC; AND, TRANS UNION**
28 **LLC**

29 Defendants.

30 **Case No.:**

31 **COMPLAINT FOR DAMAGES**
32 **FOR VIOLATIONS OF:**

- I. FAIR CREDIT REPORTING ACT;**
- II. CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT;**
- III. FAIR DEBT COLLECTION PRACTICES ACT; AND,**
- IV. ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

33 **JURY TRIAL DEMANDED**

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INTRODUCTION

- 1 1. The United States Congress has found that the banking system is dependent
2 upon fair and accurate credit reporting. Inaccurate credit reports directly impair
3 the efficiency of the banking system, and unfair credit reporting methods
4 undermine the public confidence, which is essential to the continued
5 functioning of the banking system. As such, Congress enacted the Fair Credit
6 Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) to insure fair and accurate
7 reporting, promote efficiency in the banking system and protect consumer
8 privacy. The FCRA seeks to ensure consumer reporting agencies exercise their
9 grave responsibilities with fairness, impartiality, and a respect for the
10 consumer’s right to privacy because consumer reporting agencies have assumed
11 such a vital role in assembling and evaluating consumer credit and other
12 information on consumers. The FCRA also imposes duties on the sources that
13 provide credit information to credit reporting agencies, called “furnishers.”
- 14 2. The United States Congress has also found abundant evidence of the use of
15 abusive, deceptive, and unfair debt collection practices by many debt collectors,
16 and has determined that abusive debt collection practices contribute to the
17 number of personal bankruptcies, to marital instability, to the loss of jobs, and
18 to invasions of individual privacy. Congress wrote the Fair Debt Collection
19 Practices Act, 15 U.S.C. §1692, et seq, to eliminate abusive debt collection
20 practices by debt collectors, to insure that those debt collectors who refrain from
21 using abusive debt collection practices are not completely disadvantaged, and
22 to promote consistent State action to protect consumers against debt collection
23 abuses.

- 1 3. The California legislature has determined that the banking and credit system
 2 and grantors of credit to consumers are dependent upon the collection of just
 3 and owing debts and that unfair or deceptive collection practices undermine the
 4 public confidence that is essential to the continued functioning of the banking
 5 and credit system and sound extensions of credit to consumers. The Legislature
 6 has further determined that there is a need to ensure that debt collectors exercise
 7 this responsibility with fairness, honesty, and due regard for the debtor's rights
 8 and that debt collectors must be prohibited from engaging in unfair or deceptive
 9 acts or practices.¹
- 10 4. HANNA FAYAD ("Plaintiff"), by Plaintiff's attorneys, brings this action to
 11 challenge the actions of PARADIGM ASSETS LLC ("Paradigm"); CAWLEY
 12 & BERGMANN, LLC ("C&B"); EXPERIAN INFORMATION SOLUTIONS,
 13 INC. ("Experian"); EQUIFAX INFORMATION SERVICES, LLC
 14 ("Equifax"); and, TRANS UNION LLC ("Trans Union") with regard to
 15 attempts by Paradigm to unlawfully and abusively collect an invalid debt from
 16 Plaintiff, inclusive of inaccurate credit reporting to, and by, the Credit Bureaus
 17 and this conduct caused Plaintiff damages.
- 18 5. Plaintiff makes these allegations on information and belief, with the exception
 19 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which
 20 Plaintiff alleges on personal knowledge.
- 21 6. While many violations are described below with specificity, this Complaint
 22 alleges violations of the statute cited in its entirety.
- 23 7. Unless otherwise stated, all the conduct engaged in by Defendants took place
 24 in California.
- 25
 26
 27

¹ Cal. Civ. Code §§ 1788.1 (a)-(b)

8. Any violations by each Defendant were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violation.

9. Unless otherwise indicated, the use of a Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendant's named.

JURISDICTION AND VENUE

10. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331; 15 U.S.C. § 1692; 15 U.S.C. § 1681p; and, 28 U.S.C. § 1367 for supplemental state claims.

11. This action arises out of Defendants' violations of (i) Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ("FCRA"); (ii) the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code §§ 1785.1, et seq. ("CCRAA"); (iii) Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, et seq. ("FDCPA"); and, Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §§ 1788, et seq. ("RFDCPA").

12. Because Defendants conduct business within the State of California, personal jurisdiction is established.

13. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) both Plaintiff and Experian are located within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) Defendants conducted business within this judicial district at all times relevant.

PARTIES

14. Plaintiff is a natural person who resides in Arcadia, California, from whom Paradigm’s subsidiary, JHPDE FINANCE I, LLC (“JHPDE”), sought to collect a consumer debt which was alleged to be due and owing from Plaintiff.

- 1 15. In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
2 1681a(c); 15 U.S.C. § 1692a(3); and, Cal. Civ. Code § 1785.3(c).
3 16. Paradigm in the ordinary course of business, regularly, on behalf of themselves
4 or others, engage in “debt collection” as that term is defined by California Civil
5 Code § 1788.2(b), and is therefore a “debt collector” as that term is defined by
6 California Civil Code § 1788.2(c) and 15 U.S.C. § 1692a(6).
7 17. Similarly, C&B also in the ordinary course of business, regularly, on behalf of
8 themselves or others, engage in “debt collection” as that term is defined by
9 California Civil Code § 1788.2(b), and is therefore a “debt collector” as that
10 term is defined by California Civil Code § 1788.2(c) and 15 U.S.C. § 1692a(6).
11 18. Paradigm is a furnisher of information as contemplated by FCRA sections
12 1681s-2(b), that regularly and in the ordinary course of business furnish
13 information to one or more consumer reporting agencies about consumer
14 transactions or experiences with any consumer.
15 19. Paradigm is a “claimant” as that term is defined by California Civil Code §
16 1798.92(a).
17 20. Paradigm in the ordinary course of business, regularly, on behalf of themselves
18 or others, engages in “debt collection” as that term is defined by California Civil
19 Code § 1788.2(b), and is therefore a “debt collector” as that term is defined by
20 California Civil Code § 1788.2(c).
21 21. Experian is a corporation located in the State of California.
22 22. Equifax is a corporation located in the State of Georgia.
23 23. Trans Union is a corporation located in the State of Pennsylvania.
24 24. Equifax; Experian; and, Trans Union are each a “consumer reporting agency”
25 as that term is defined by 15 U.S.C. § 1681a(f); and, Cal. Civ. Code § 1785.3(d).
26 25. Defendants are also each a “person” as that term is defined by Cal. Civ. Code §
27 1785.3(j).
28

26. This action arises out of a “debt” as that term is defined by Cal. Civ. Code § 1788.2(d); and, 15 U.S.C. § 1692a(5) that was incurred as a result of a “consumer credit transaction” as defined by Cal. Civ. Code § 1788.2(e).

27. The causes of action herein also pertain to Plaintiff's "consumer credit report" as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of Plaintiff's credit worthiness, credit standing, and credit capacity were made via written, oral, or other communication of information by a consumer credit reporting agency, which is used or is expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

FACTUAL ALLEGATIONS

28. At all times relevant, Plaintiff is an individual residing within the State of California.

29. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3), and is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

30. Paradigm through its subsidiary, JHPDE, initiated a collection action against Plaintiff on November 6, 2018 in the Los Angeles Superior Court entitled *JHPDE Finance I, LLC v. Hanna M. Fayad*, Case No. 18CHLC32864 (the “Collection Action”).

31. The Parties resolved the Collection Action in or about November 2019.

32. Thereafter, Plaintiff received a written communication from C&B dated January 27, 2022 regarding the debt at issue in the Collection Action.

33. Said written communication sought to collect the debt from Plaintiff in a manner that violated the Parties' settlement of the collection action.

- 1 34. Through this conduct, C&B violated 15 U.S.C. § 1692e by using false,
2 deceptive, and misleading representations in connection with the collection of
3 Plaintiff's alleged debt. This section is incorporated into the RFDCPA through
4 Cal. Civ. Code § 1788.17; thus, C&B violated Cal. Civ. Code § 1788.17.
- 5 35. Through this conduct, C&B violated 15 U.S.C. § 1692e(2)(A) by falsely
6 representing the character, amount, and legal status of the fraudulent debt in
7 connection with the collection of the fraudulent debt from Plaintiff. This
8 section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17;
9 thus, C&B violated Cal. Civ. Code § 1788.17.
- 10 36. Through this conduct, C&B violated 15 U.S.C. § 1692e(10) by using false
11 representations and deceptive means to collect the fraudulent debt from
12 Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code
13 § 1788.17; thus, C&B violated Cal. Civ. Code § 1788.17.
- 14 37. Through this conduct, C&B violated 15 U.S.C. § 1692f by using unfair and
15 unconscionable means to collect the fraudulent debt from Plaintiff. This section
16 is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, C&B
17 violated Cal. Civ. Code § 1788.17.
- 18 38. Through this conduct, C&B violated 15 U.S.C. § 1692f(1) by collecting an
19 amount not expressly authorized by the agreement creating the debt or
20 permitted by law. This section is incorporated into the RFDCPA through Cal.
21 Civ. Code § 1788.17; thus, C&B violated Cal. Civ. Code § 1788.17.
- 22 39. By transferring or assigning this debt to C&B, Paradigm also misrepresented
23 the debt as outstanding.
- 24 40. Through this conduct, Paradigm violated 15 U.S.C. §§ 1692e; 1692e(a)(A);
25 1692e(10); 1692f; and, 1692(f)(1) as well as Cal. Civ. Code § 1788.17.

- 1 41. In or about March 2022, Plaintiff learned for the first time that the Paradigm
- 2 tradeline was being reported to each of the Credit Bureaus in a manner that
- 3 contradicted the Parties' resolution of the Collection Action.
- 4 42. Through this conduct, Paradigm violated 15 U.S.C. § 1692e(8) by furnishing
- 5 information to the credit bureaus it knew or should have known was inaccurate.
- 6 43. Plaintiff submitted written disputes to the Credit Bureaus dated March 28, 2022
- 7 explaining the basis for Plaintiff's belief that the credit reporting was
- 8 inaccurate.
- 9 44. Paradigm was then required to conduct a reasonable reinvestigation into this
- 10 specific account on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681s-
- 11 2(b)(1)(A).
- 12 45. The Credit Bureaus were also required to conduct their own reasonable
- 13 reinvestigation into this specific account on Plaintiff's consumer report
- 14 pursuant to 15 U.S.C. §1681i.
- 15 46. Plaintiff received notification from Experian dated April 9, 2022 that the
- 16 Paradigm tradeline had been verified.
- 17 47. Plaintiff also received notice from Trans Union dated April 13, 2022 informing
- 18 Plaintiff that Paradigm verified its reporting yet again.
- 19 48. Plaintiff submitted a further dispute to Defendants dated May 7, 2022
- 20 containing even more information to justify Plaintiff's dispute.
- 21 49. Plaintiff's May 2022 dispute further established that the information being
- 22 reported to the credit bureaus was inaccurate.
- 23 50. Unfortunately, Plaintiff was met with the same response following his updated
- 24 dispute.
- 25 51. Paradigm's verification of its reporting to Experian was conveyed to Plaintiff
- 26 through a May 19, 2022 written communication.

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- 1 52. Paradigm's verification of its reporting to Trans Union was conveyed to
- 2 Plaintiff through a May 23, 2022 written communication.
- 3 53. Paradigm submits inaccurate credit information regarding Plaintiff to the Credit
- 4 Bureaus every thirty days.
- 5 54. The Credit Bureaus did not provide notice to Plaintiff that Plaintiff's dispute
- 6 was "frivolous or irrelevant," pursuant to 15 U.S.C. § 1681i(a)(3).
- 7 55. Defendants' investigations were unreasonable.
- 8 56. More specifically, Paradigm should have discovered from Paradigm's own
- 9 records, including Plaintiff's formal dispute, that the information being reported
- 10 was inaccurate and materially misleading since Paradigm was a party to the
- 11 collection action and personally participated in its resolution.
- 12 57. Accordingly, Paradigm failed to conduct a reasonable investigation with respect
- 13 to the disputed information as required by 15 U.S.C. § 1681s-2(b)(1)(A) by
- 14 failing to remove all of the disputed and incorrect information.
- 15 58. Paradigm failed to review all relevant information provided by Plaintiff in the
- 16 dispute to the Credit Bureaus, as required by and in violation of 15 U.S.C. §
- 17 1681s-2(b)(1)(B).
- 18 59. Due to Paradigm's failure to reasonably investigate, Paradigm further failed to
- 19 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
- 20 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
- 21 violation of 15 U.S.C. § 1681s-2(b)(1)(C).
- 22 60. By inaccurately reporting account information after notice and confirmation of
- 23 its errors, Paradigm failed to take appropriate measures as required by 15 U.S.C.
- 24 § 1681s-2(b)(1)(D); and, (E).
- 25 61. Through this conduct, Paradigm violated Cal. Civ. Code § 1785.25(a) by
- 26 furnishing information to consumer reporting agencies that Paradigm knew or
- 27 should know was inaccurate.

- 1 62. The Credit Bureaus also failed to conduct a reasonable investigation with
2 respect to the disputed information as required by 15 U.S.C. §1681i.
- 3 63. Plaintiff's continued efforts to correct Defendants' erroneous and negative
4 reporting by communicating Plaintiff's dispute with the Credit Bureaus were
5 fruitless.
- 6 64. Defendants' continued inaccurate and negative reporting of the inaccurate
7 information to Plaintiff's credit report in light of Defendants' knowledge of the
8 actual error was willful.
- 9 65. Defendants' continued inaccurate and negative reporting of the inaccurate
10 information to Plaintiff's credit report in light of Defendants' knowledge of the
11 actual error was reckless.
- 12 66. Defendants' failure to correct the previously admitted inaccuracies on
13 Plaintiff's credit reports was intentional and in reckless disregard of
14 Defendants' duty to refrain from reporting inaccurate information.
- 15 67. Accordingly, Defendants willfully and negligently failed to comply with
16 Defendants' respective duties to reasonably investigate Plaintiff's dispute.
- 17 68. Defendants' inaccurate and negative reporting damaged Plaintiff's
18 creditworthiness.
- 19 69. Defendants' conduct has caused Plaintiff emotional distress.
- 20 70. Plaintiff has spent countless hours disputing this inaccurate information with
21 Defendants in an attempt to provide any and all information needed for the
22 investigations.
- 23 71. While Plaintiff was thorough in Plaintiff's disputes at all times, each Defendant
24 merely responded with form letters that failed to take into account any of the
25 specifics identified in Plaintiff's disputes.
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- 1 72. Plaintiff's anxiety; frustration; stress; lack of sleep; nervousness; anger; and,
2 embarrassment continues to this day because this large charge-off
3 mischaracterizes Plaintiff as someone that avoids Plaintiff's financial
4 obligations and significantly harms Plaintiff's credit score.
- 5 73. Despite Plaintiff's repeated attempts, Defendants continue to report an invalid
6 debt to Plaintiff's credit report.
- 7 74. As a direct and proximate result of Defendants' willful action and inaction,
8 Plaintiff has suffered actual damages, including, but not limited to, reviewing
9 credit reports, preparing and mailing dispute letters, attorneys' fees, loss of
10 credit, loss of ability to purchase and benefit from credit, increased costs for
11 credit, mental and emotional pain and anguish, and humiliation and
12 embarrassment of credit denials. Plaintiff has further spent countless hours and
13 suffered pecuniary loss in attempting to correct Defendants' inaccurate and
14 derogatory information, without success.
- 15 75. Based upon the discussion above, Plaintiff contends that punitive damages are
16 available to Plaintiff.
- 17 76. Similarly, the Credit Bureaus also received documents in connection with
18 Plaintiff's dispute that directly contradicted the inaccurate credit reporting.
- 19 77. These documents should have caused the Credit Bureaus to remove the
20 inaccurate information from Plaintiff's credit report.
- 21 78. By intentionally reporting continuing obligations, the Credit Bureaus acted in
22 conscious disregard for Plaintiff's rights.
- 23 79. To report an ongoing obligation despite the fraudulent nature of these accounts
24 shows that Defendants took action involving an unjustifiably high risk of harm
25 that was either known or so obvious that it should be known.

1 80. Since Plaintiff's efforts to be absolved of the fraudulent debts were
2 unsuccessful, Plaintiff was required to bring this action to finally resolve
3 Plaintiff's remaining disputes.

4 **CAUSES OF ACTION CLAIMED BY PLAINTIFF**

5 **COUNT I**

6 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

7 **15 U.S.C. §§ 1681-1681X (FCRA)**

8 **[AGAINST ALL DEFENDANTS]**

- 9 81. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
10 as though fully stated herein.
11 82. The foregoing acts and omissions constitute numerous and multiple violations
12 of the FCRA.
13 83. As a result of each and every negligent violation of the FCRA, Plaintiff is
14 entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable
15 attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from each
16 Defendant.
17 84. As a result of each and every willful violation of the FCRA, Plaintiff is entitled
18 to actual damages or damages of not less than \$100 and not more than \$1,000
19 and such amount as the court may allow, pursuant to 15 U.S.C. §
20 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C.
21 § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §
22 1681n(a)(3) from each Defendant.

COUNT II

**VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING
AGENCIES ACT
CAL. CIV. CODE § 1785.1, ET SEQ.
[AGAINST PARADIGM]**

85. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
 86. The foregoing acts and omissions constitute numerous and multiple violations of the California Consumer Credit Reporting Agencies Act.
 87. In the regular course of its business operations, Paradigm routinely furnishes information to credit reporting agencies pertaining to transactions between Paradigm and Paradigm's consumers, so as to provide information to a consumer's credit worthiness, credit standing and credit capacity.
 88. Because Paradigm is a partnership, corporation, association, or other entity, and are therefore each a "person" as that term is defined by Cal. Civ. Code § 1785.3(j), Paradigm is and always was obligated to not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should have known that the information is incomplete or inaccurate, as required by Cal. Civ. Code § 1785.25(a).
 89. Since Paradigm received all documents required to determine the inaccuracy of Paradigm's reporting, Paradigm should have known to update said reporting.
 90. Paradigm also should have determined that Paradigm's reporting was inaccurate through review of their own account notes and records; and, as a result of the information provided with Plaintiff's disputes.

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1 **CAUSES OF ACTION CLAIMED BY PLAINTIFF**

2 **COUNT III**

3 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT**

4 **15 U.S.C. §§ 1692-1692(P) (FDCPA)**

5 **[AGAINST PARADIGM AND C&B]**

- 6 91. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
7 as though fully stated herein.
- 8 92. The foregoing acts and omissions constitute numerous and multiple violations
9 of the FDCPA.
- 10 93. As a result of each and every violation of the FDCPA, Plaintiff is entitled to
11 any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages for
12 a knowing or willful violation in the amount up to \$1,000.00 pursuant to 15
13 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to
14 15 U.S.C. § 1692k(a)(3) from Paradigm and C&B.

15 **COUNT II**

16 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**

17 **PRACTICES ACT**

18 **CAL. CIV. CODE §§ 1788-1788.32 (RFDCPA)**

19 **[AGAINST PARADIGM AND C&B]**

- 20 94. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
21 as though fully stated herein.
- 22 95. The foregoing acts and omissions constitute numerous and multiple violations
23 of the RFDCPA.

96. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Paradigm and C&B.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against each Defendant for:

- An award of actual damages, in an amount to be determined at trial or damages of a maximum of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A), against Defendant for each incident of willful noncompliance of the FCRA;
 - An award of punitive damages, as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2), against Defendant for each incident of willful noncompliance to the FCRA;
 - An award for costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), against Defendant for each incident of negligent noncompliance of the FCRA;
 - An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o(a)(1) against Defendant for each incident of negligent noncompliance of the FCRA;
 - An award of costs and litigation and reasonable attorney's fees pursuant 15 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against Defendant for each incident of noncompliance of the FCRA;
 - An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(2)(A), against each named Defendant individually;

- 1 • Award of attorneys' fees and costs pursuant to Cal. Civ. Code §
2 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d) against each named
3 Defendant individually;
- 4 • An award of punitive damages of \$100-\$5,000 per willful violation of Cal.
5 Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code § 1785.31(a)(2)(B);
- 6 • Punitive damages according to proof as to the FCRA; and, CCCRAA;
- 7 • For equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b);
8 and,
- 9 • An award of actual damages, in an amount to be determined at trial,
10 pursuant to Cal. Civ. Code § 1788.30(a), against each named Defendant
11 individually;
- 12 • An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code §
13 1788.30(b), against Defendant;
- 14 • An award of costs of litigation and reasonable attorney's fees, pursuant to
15 Cal. Civ. Code § 1788.30(c), against Defendant;
- 16 • An award of actual damages, in an amount to be determined at trial,
17 pursuant to 15 U.S.C. § 1692k(a)(1), against Defendant;
- 18 • An award of statutory damages of \$1,000.00, pursuant to 15 U.S.C. §
19 1692k(a)(2)(A), against Defendant;
- 20 • An award of costs of litigation and reasonable attorney's fees, pursuant to
21 15 U.S.C. § 1692k(a)(3), against Defendant; and,
- 22 • Any and all other relief the Court deems just and proper.

TRIAL BY JURY

97. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: June 21, 2022

Respectfully submitted,

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By: /s/ Matthew M. Loker
MATTHEW M. LOKER, ESQ.
ATTORNEY FOR PLAINTIFF

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